

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
:
SILICON GRAPHICS, INC., *et al.*, : Case No. 09-_____ ()
:
Debtors. : (Jointly Administered)
:
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**CURE NOTICE TO COUNTERPARTIES TO POTENTIALLY
ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

PLEASE TAKE NOTICE that on _____, 2009, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed a motion (the “Bid Procedures and Sale Motion”) with the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”).

PLEASE TAKE FURTHER NOTICE that on _____, 2009, the Bankruptcy Court entered an order [Docket No. _____] (the “Bid Procedures Order”) approving Bid Procedures (the “Bid Procedures”), which set key dates, times, and procedures related to the sale of substantially of the Debtors’ assets (the “Acquired Assets”). To the extent that there are any inconsistencies between the Bid Procedures and the summary description of the terms and conditions contained in this Notice, the terms of the Bid Procedures shall control.

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU OR ONE OF YOUR
AFFILIATES IS A COUNTERPARTY TO AN EXECUTORY CONTRACT OR
UNEXPIRED LEASE LISTED BELOW WITH ONE OR MORE OF THE DEBTORS:¹**

<u>Counterparty Name</u>	<u>Contract/Lease</u>

Pursuant to the Bid Procedures, the Debtors may assume the Executory Contract(s) or Unexpired Lease(s) listed above to which you are a counterparty. The Debtors have conducted a review of their books and records and have determined that the cure amount for unpaid monetary obligations under such contract or lease is \$[_____] (the “Cure Amount”). If you object to the proposed Cure Amount, you must file an objection with the Bankruptcy Court **no later than April __, 2009**, (the “Cure Objection”) and serve such objection on the following parties:

¹ This Notice is being sent to counterparties to Executory Contracts and Unexpired Leases. This Notice is not an admission by the Debtors that such contract or lease is executory or unexpired.

<i>Counsel to the Debtors</i>	<i>Counsel to the Creditors' Committee</i>
Ropes & Gray LLP 1211 Avenue of the Americas New York, New York 10036 Attn: Mark R. Somerstein	[To Come]
<i>Counsel to the Agent for the Secured Lenders</i>	<i>Counsel to the Buyer</i>
Kramer Levin Naftalis & Frankel LLP 1177 Avenue of the Americas New York, New York 10036 Attn: Thomas M. Mayer	Cooley Godward Kronish LLP 101 California Street, 5th Floor San Francisco, California 94111 Attn: J. Michael Kelly
<i>Office of the United States Trustee for the Southern District of New York</i>	
Office of the United States Trustee for the Southern District of New York 33 Whitehall Street, 21st Floor New York, New York 10004 Attn: Andrew Velez-Rivera	

If no objection to the Cure Amount is filed by the Objection Deadline, you will be deemed to have stipulated that the Cure Amount as determined by the Debtors is correct and you shall be forever barred, estopped, and enjoined from asserting any additional cure amount under the above-listed Executory Contract(s) and Unexpired Lease(s).